

## Exhibit 1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GARCIA, et al.,

Plaintiff(s),

-against-

MAINO, et al.,

Defendant(s).

IT IS HEREBY AGREED by and between the parties and/or their respective counsel that, following mediation, agreement has been reached on all issues.

1. Defendants shall pay to plaintiffs the total amount of \$60,010 as follows: (a) \$22,000 ~~before~~ approval of the settlement by the Court; (b) \$1,810 per month for 21 months commencing one month after approval of the settlement by the Court.

2. Plaintiffs shall provide general release to each defendant and to each family member of Joseph Maino (by blood or marriage). Each person receiving a general release from plaintiffs shall provide a general release to each plaintiff.

3. Defendants shall execute a Consent Judgment in favor of plaintiffs in an amount to be agreed upon by counsel. If defendants fail to make any payment when due, then plaintiffs may enforce the consent judgment.

4. The parties agree to advise Judge Daniels that an agreement has been reached in this case.

MEDIATION AGREEMENT

15 cv 2285 (GBD)(JLC)

within business  
five days of

subject to  
non-binding  
court record  
upon being  
chancery

## ADDENDUM

WHEREAS the parties to *Garcia v. Maino*, 15 Civ. 2285 (GBD) (JLC) (S.D.N.Y.) and their attorneys executed an agreement on June 9, 2017, setting forth the material terms and conditions of a settlement of all claims alleged in the lawsuit (the “Settlement Agreement”); and

WHEREAS the Settlement Agreement provides for the parties’ attorneys to agree upon: (a) the amount of a consent judgment, and (b) a reasonable time to cure a default; and

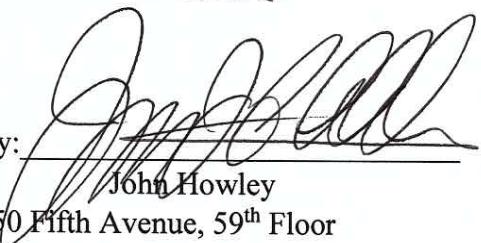
WHEREAS the parties’ attorneys have reached agreement on the two open terms;

IT IS HEREBY STIPULATED AND AGREED that the following terms and conditions shall be included in and considered part of the parties’ Settlement Agreement:

1. The amount of the Consent Judgment shall be \$135,000.00;
2. Defendants shall have five business days after receiving notice of default to cure a default;
3. All settlement payments shall be made by check payable to “John Howley, Esq.” as attorney for Adolfo Garcia-Devargas and Ildefonso Lopez;
4. Settlement checks shall be delivered to John Howley Esq., 350 Fifth Avenue, 59<sup>th</sup> Floor, New York, New York 10118 on or before the due dates; and
5. Upon receipt of the initial settlement payment of \$22,000.00, plaintiffs’ attorney shall execute and deliver to defendants’ attorneys the attached Stipulation of Discontinuance with Prejudice, which may be filed in court immediately.

Dated: New York, New York  
June 23, 2017

JOHN HOWLEY, ESQ.

By:   
John Howley  
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Attorneys for Defendants